1942 File No. L. Mines. 142

Examined.

Legal DEPARTMENT

£ BRANCH

P 57(E) — 1942

Subject:—

Mining Leases —

Scrutiny &c —

File No. L Mines. 142

Std. Sect. Slip 24.8

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SOLICITOR TO GOVERNMENT
LEGAL DEPARTMENT
File No. 1854
Sub No. 1317
Branch
BOMBAY

CE 1 54

CE 1317

Minerals.
Grant of mining lease for removal of bauxite from certain areas in Belgaum district.

Government of Bombay.
Revenue Department.
Resolution No.486/39.
Bombay Castle, 8th July 1942.

Letter from the Collector of Belgaum (Mr.C.N.Millard). No.R.E.V.-508, dated the -- September 1941 :-

"I have the honour to forward herewith an application under rule 31 of the Mining Concessions Rules, 1941, from the Aluminium Production Company of India, Limited, for the grant of a mining lease covering an area of 788 acres and 29 gunthas situated within the talukas of Belgaum and Khanapur and the Chandgad mahal of this district.

"2. The Company was granted a prospecting license covering 43 survey numbers including hissa numbers. The present application of the ~~Exxxx~~ Company contains a request for a mining lease in respect of 17 survey numbers, including hissa numbers, of which 15 were included in the Schedule accompanying the prospecting license issued to the Company under this office No.R.P.L.-28, dated 28th May 1940. The remaining two survey numbers, viz., Survey No.17 of Bhogoli and Survey No.87 of Bilni, had not been so included. Of the 17 survey numbers, 14 are forest numbers and the rest are Government waste lands.

"3. As required by rule 33 of the Mining Concessions Rules, 1941, a sum of Rs.500 out of Rs.4,500 held in deposit under rule 24, has been carried to the Company's account in respect of the mining lease.

"4. The areas in question have not been applied for by any other Company.

"5. The Divisional Forest Officer, Belgaum, has no objection to the grant of the mining lease to the Company. I agree with the Divisional Forest Officer and recommend the grant of mining lease to the Company.

x x x

Memorandum from the Commissioner, S.D. (Mr. E.W.Perry, C.I.E., I.C.S.), No.R.E.V.-373, dated the 3rd October 1941 :-

"x x.

"2. The application may be granted and the Collector may be asked to draft the lease.

The application is in the old form of rule 38 of the Government of India rules and not in the revised form E (under Government Notification, No.4524/24, dated 24th March 1941). It contains, however, all the necessary particulars and it has not been thought necessary to delay a matter of this national importance by calling for a revised application."

Government

Mr Pachare.

Government memorandum, No.486-G/39-Confl., dated the 9th October 1941, to the Chief Conservator of Forests.

Memorandum from the Chief Conservator of Forests (Mr. A. C. Hiley, C.I.E., I.F.S.), No.29-3249, dated the 13th October 1941 :

"x x.

"2. There is no objection to the grant of the mining lease to the Company as recommended by the Collector."

Memorandum from the Director of Industries (Mr.P.B. Advani), No.Chem.-110-2825, dated the 28th October 1941 :-

"x x.

"2. There is no objection to the grant of the mining lease to the Company as recommended by the Collector and Commissioner, S.D."

Government letter, No.486-G/39, dated the 14th February 1942, to the General Manager, Aluminium Production Company of India, Limited :-

"With reference to your letter, dated 9th July 1941, addressed to the Collector of Belgaum, I am directed to state that the Government of Bombay is prepared to grant a mining lease to your Company for the removal of bauxite from certain areas in Belgaum district, subject to the following main conditions :-

(a) At least 50 per cent. of the directors of the Company should be British Indians.

(b) So far as the operations of the Company in the Bombay Province are concerned, at least 80 per cent. of the employees in all grades should, in the first instance, be British Indian subjects of the Province and, failing them, other British Indians. Government will, however, be prepared to grant exemption in the event of such persons not being available to fill appointments of a technical nature.

(c) In the event of additional capital being floated by the Company, 20 per cent. of the shares should, in the first instance, be offered to British Indian subjects of Bombay Province and, failing a response from them, to other British Indians.

(d) The rate of surface rent payable under the mining lease will be Re.1 per acre per annum.

(e) The rate of dead rent will be 8 annas per acre per annum. This rent will cease to be paid as soon as royalty at least equivalent to it in amount is payable.

(f) The rate of royalty should be 2½ per cent. of the sale value, at the pit's mouth, of bauxite collected or removed.

(g) The lease will be for 20 years, with an option to the Company for renewal for 20 years, subject to the reservation of the power of Government to increase the rates of rents and royalty by not more than 100 per cent.

"2.

3. The Collector of Belgaum should be requested to submit the draft lease for the approval of Government, through the Commissioner, S.D., at a very early date.

4. The attention of the Director of Industries - - should be invited to paragraph 2 of Government letter, dated 14th February 1942, addressed to the Company, and paragraph 3 of the Company's letter, dated 24th June 1942

By order of the Governor of Bombay,

R. F. Keith,

Under Secretary to Government.

G.R., No.486/39, R. D., dated the 8th July 1942.

To

The Commissioner, S.D.,
The Collector of Belgaum,
The Chief Conservator of Forests,
The Conservator of Forests, S.C.,
The Director of Industries,
The Solicitor to the Government of Bombay in the Legal Department,
The Accountant General,
The Home Department (Special - War),
The General Department,
The Finance Department.

- - - - -

No. of 1942.

Copy forwarded for information and guidance to

B.9/7.

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Submitted for information

Draft mining lease from the R.D. may be expected in due course. To be put in file L-Mines/42

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"2. Although Government does not insist on a stipulation in the lease requiring that any factory of the Company should be located in Bombay Province, it is hoped that it would be possible for the Company to establish in the Province a factory for the preparation of alumina from bauxite in the near future.

"3. I am to request that the contents of this letter may be placed before your Board and their acceptance communicated to Government as soon as possible.

"4. In view of the urgency of the matter, Government is prepared to permit the Company to start mining operations immediately on the settlement of the terms, subject to the execution of the mining lease as soon as it is prepared."

Letter, dated the 24th June 1942, from the General Manager, Aluminium Production Company of India, Limited :-

"We have the honour to refer to your letter, No.486-G/39, of the 14th February 1942, on the subject of minerals - grant of mining lease for bauxite in the Belgaum district.

"2. After consultation with our Board of Directors, we would advise that we are prepared to agree to the conditions set forth in your letter referred to above, and attaching to the grant of a mining lease, and have the honour to request that you will be good enough to proceed with the grant of a mining lease as set forth in our letter dated 9th July 1941, addressed to the Collector of Belgaum.

"3. We have duly noted the second paragraph of your letter, and would state that this will be given due consideration in deciding on the location of our alumina plant.

Resolution. -- Sanction is accorded to the grant of a mining lease to the Aluminium Production of India, Limited, for the removal of bauxite from an area measuring about 788 acres and 29 gunthas in Belgaum and Khanapur talukas and Chandgad mahal of Belgaum district, subject to the conditions stated in paragraph 1 of Government letter, No.486-G/39, dated 14th February 1942, addressed to the Company.

2. The Company should be permitted to start mining operations immediately, subject to the execution of the mining lease as soon as it is prepared.

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Legal Department.

A fresh revised draft of clause 21 is appended. It carries out the intention of Government as made clear in Revenue Department note dated 2nd October 1942.

OC RED 26/10

Solicitor to Government.

RSP 24

U.R. to R.D., No. 8667 dated 26th October 1942.

issued D.U.O. 26/10

~~Draft~~ Mining Lease.
~~(See rule 47)~~

This indenture made this day of one thousand nine hundred and forty ~~two~~ between the Governor of Bombay (hereinafter referred to as "the Government") of the one part and the Aluminium Production Company of India, Limited, a company having its registered office at 5, Council House Street, Calcutta (hereinafter referred to as "the lessee" which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the other part.

which expression shall where the context so admits be deemed to include his successors and assigns

Witnesseth that in consideration of the rents and royalties covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed the Govern ent hereby grants and demises unto the lessee ALL THOSE the mines beds veins and seams of Bauxite (hereinafter and in the said Schedule referred to as the said minerals) situate lying and being in or under the lands which are referred to in Part I of the said Schedule together with the liberties powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the Government the liberties powers and privileges mentioned in Part IV of the said Schedule

to

To hold the premises hereby granted and demised unto the lessee from the day of * 1942 for the term of twenty years thence next ensuing ~~yielding and paying~~ YIELDING AND PAYING therefor unto the Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained ~~in~~ in Part VI of the said Schedule and the lessee hereby convenants with the Government as in Part VII of the said Schedule is expressed and the Government hereby covenants with the lessee as in Part VIII of the said Schedule is expressed and it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

~~In witness whereof~~ IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to.

Part I. - The area of this Lease.

Description of the Area. - All that tract of land bearing survey numbers detailed hereunder and situate in the villages shown below in the talukas of Belgaum and Khanapur and the mahal of Chandgad, Belgaum district, containing an area of 788 acres and 29 gunthas or thereabouts delineated on the plan hereto annexed and thereon coloured.

* here insert proper date

* Particulars to be filled in

X X

Part II. - Liberties Powers and Privileges to be exercised or enjoyed by the Lessee subject to the Restrictions and Conditions in Part III.

1. Liberty to work mines. - Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as "the said lands") and to search for win work get raise ~~convert~~ and carry away the said minerals.

2. Liberty to sink pits,etc. (and use existing pits,etc.). - Liberty and power for or in connection with any of the purposes mentioned in this Part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels waterways airways and other works and to use maintain deepen or extend any existing works of the like nature in the said lands.

3. Liberty to make works (and use existing works). - Liberty and power for or in connection with any of the purposes mentioned in this Part to erect construct maintain and use on or under the said lands any engines machinery plant dressing floor furnaces brick-kilns lime-kilns workshops storehouses bungalows godowns sheds and other buildings and other works and conveniences (and to use and maintain any existing works and conveniences of the like nature on or under the said lands).

4. Liberty ~~xx~~ to make roads and ways (and use existing roads and ways). - Liberty and power for or in connection with any of the purposes mentioned in this Part to make any tramways railways roads and other ways in or over the said lands and to use maintain and go and repass with

or

or without horses cattle wagons or locomotives over the same (or any existing tramways railways roads and other ways in or over the said lands).

5. Liberty to get building and road materials, make bricks, etc. - Liberty and power for or in connection with any of the purposes mentioned in this Part to quarry and get stone ~~and sand~~ sand gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials bricks or tiles.

6. Liberty to use water. - Liberty and power for or in connection with any of the purposes mentioned in this Part to appropriate and use any streams water-courses springs or water in or upon the said lands and to divert stop up or dam any such stream or water-course and collect or impound any water and to make construct and maintain any water-courses culverts drains and reservoirs but not so as to deprive any cultivated lands villages buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs.

7. Liberty to use land for stacking. - Liberty and power to enter upon and use a sufficient part of the surface of the said lands adjacent to any pits or works for the purpose of stacking heaping or depositing thereon any produce of the mines or works carried on and any earth materials and substances dug or raised under the liberties and powers mentioned in this Part.

8. Liberty to take timber rrom reserved forest. - Liberty and power for or in connection with any of the purposes mentioned in this Part to fell cut and use any timber or trees now standing or which hereafter may be standing upon the reserved forest land included within the said lands provided that not more than 20 acres of such reserved forest land shall be cleared in any one year nor the same place oftener than once in every year and provided that the previous permission in writing of the Divisional Forest Officer for the time being (hereinafter referred to as "the Divisional Forest Officer") is obtained which permission shall be granted by the said Divisional Forest Officer from time to time for an area not exceeding twenty acres at a time on written application of the lessee to the effect that the lessee requires the additional area for bona fide and immediate extension of mining operations under this lease and provided also that the exercise of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions following, that is to say -

Part III. - Restrictions and Conditions as to the Exercise of the Liberties ~~and~~ Powers and Privileges in Part II.

1. No building, etc., upon certain places. - No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground burning or burying ground or place held sacred by any class of persons or any house or village site public

road

road or other place which the Government may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Government for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

2. No surface operations upon land not already used therefor unless after notice and unless no objections thereto. - Before using for surface operations any land which has not already been used for such operations the lessee shall give to the Collector of Belgaum (hereinafter called "the Collector") } vide definition clause Part IX, cl 12 post for the time being as the agent in that - - behalf of the Government two calendar months' previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used if the said agent shall within two calendar months after the receipt by him of such notice, state some objection to such use unless the objection or objections so stated shall on reference to the Government be annulled or waived by it.

3. (Except as provided in Part II) no timber to be cut without sanction of Collector. - Save as provided in clause 8 of Part II of this Schedule the lessee shall not without the express sanction of the

Collector

Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these presents.

No reserved forest to be entered upon without sanction of Divisional Forest Officer Notwithstanding anything in this Schedule contained the lessee shall not enter upon any reserved forest included in the said lands without thirty days' previous notice in writing to the Divisional Forest Officer nor without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

4. No workings within ~~50 yards~~ 50 yards of public works, etc., except with previous permission.-No mining operations or ~~workings~~ working shall be carried on or permitted to be carried on by the lessee in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir canal or other public works or any building or inhabited site shewn on the plan hereto annexed except with the previous permission in writing of the Government or some officer authorised by it in that behalf or otherwise than in accordance with such instructions restrictions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of a railway reservoir or canal horizontally

from the outer toe of the bank or the outer edge of the cutting as the case may be and in the case of a building horizontally from the plinth thereof.

For the purpose of this clause the expression " railway" shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by section 3(4) of that Act.

5. Lessee to give information regarding trees, etc., cut and in measuring and valuing them.- The lessee shall within fifteen days of the completion of every clearing of forest referred to in clause 8 of Part II inform the Divisional Forest Officer in writing of the number and species of timber or trees which the lessee may have injured, felled or uprooted in order to enable that officer to have the timber or trees measured and valued and their number checked and lessee shall give all reasonable help to that officer and his subordinates in locating such timber or trees and in measuring and valuing them.

6. Disposal of produce of forest clearing.- The lessee shall if so required by the Divisional Forest Officer take over the produce of any such forest clearing as aforesaid at a valuation which shall be fixed by the Divisional Forest Officer, whose decision in regard to the numbers and measurements and valuation shall be final and binding upon the lessee. The said produce may, however, be disposed of by the Divisional Forest Officer in such other manner as he may deem fit.

7. Deposit for price of timber and capital value.- The lessee shall during the currency of this lease pay to the Divisional Forest Officer on the first day of September every year a deposit of Rs.1,000/- and the said deposit shall be held by the Divisional Forest Officer against the price of forest produce and the capital value payable by the lessee respectively under

- clauses -

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clauses 6 and 8 of this Part of the schedule.

8. Disposal of land on which mining operations are concluded. - At the conclusion of the mining operations in any area for which permission has been given under clause 8 of Part II of this Schedule the lease shall in respect thereof, determine, and the possession of such area shall thereafter be handed over by the lessee to the Divisional Forest Officer on behalf of Government and the lessee shall forthwith on demand pay to the lessor the difference between the sum, if any, which the lessee may have already paid for the value of trees cut down or other forest produce cleared or removed and the capital valuation to be determined by the Divisional Forest Officer between a minimum of Rs.200/- or a maximum of Rs.450/- per acre such determination being final and binding on the lessee. For the purpose of this clause the lessee shall submit to the Divisional Forest Officer on the first day of September every year a return showing the area on which mining operations have been concluded during the year ending the 30th day of June preceding the said first day of September.

9. The amount to the credit of the lessee in respect of the deposit paid by the lessee under clause 7 of this part from time to time shall in the first instance be appropriated towards payments of the amounts payable by the lessee for the price of forest produce and capital value under clauses 6 and 8 of this part respectively and the lessee shall remain liable to pay to

- the -

the lessor forthwith the balance payable by him in respect of the said amounts after making the aforesaid appropriation.

Part IV.- Liberties Powers and Privileges reserved to the Government:-

1. Liberty to work other minerals.- Liberty and power for the Government or any lessee or person authorised by it ~~a lessee~~ in that behalf to enter into and upon the said lands and to search for win work dig get raise and carry away any minerals and any other substances and for those purposes to sink dive make erect construct maintain and use such pits shafts inclines drifts levels waterways airways water-courses drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveniences as may be deemed necessary or convenient PROVIDED that in the exercise of such liberty and power no hinderance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and that fair compensation shall be made to the lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise ~~of the exercise~~ of such liberty and power.

2. Liberty to make railways and roads.- Liberty and power for the Government and any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and

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repairing such railways tramways and roads or any existing railways tramways and roads and to go and repass at all times over or along any such railways tramways or roads for all purposes and as occasion may require.

Part V.- Rents and Royalties reserved by this lease:-

1. Fixed halfyearly rent.- The lessee shall as from the day of 1943 during the subsistence of this lease pay to the Government the certain half-yearly rent of Rs.197-4-0 on the first day of January and t first day of July in each year and the first payment thereof to be made on the 1st day of January 1943 in respect of which rent the lessee may in the half year in respect of which the same is payable sell and carry away such aggregate quantity of the said minerals as at the rates in the next succeeding clause mentioned would produce royalties for that half year equal in amount to the said half-yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold and carried away or not. This rent will cease to be paid as soon as royalty at least equivalent to it in amount is payable.

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2. Royalties.- The lessee shall during

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from the said lands during the half year preceding the said dates respectively in excess of the quantity which the lessee is authorised under the last preceding clause hereof to sell and carry away in that half year in respect of the said certain half-yearly rent mentioned in the last preceding clause hereof,

the lessee under the authority of these presents rent at the rate of Rupee one per annum per acre of the area so occupied or used and so in propertion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates hereinbefore appointed for payment of the said certain half-yearly rent provided that no such rent shall be payable inrespect of the occupation or use of the area comprised in any roads or ways existing on the said lands at the commencement of the term of this lease.

Part VI.- Provisions relating to the Rents and Royalties:-

1. Place of payment.- The rents and royalties mentioned in Part V of this schedule shall be paid free from any deductions to the Collector at his office or ~~of Kolgam~~ at such other place as the Collector shall from time to time appoint.

Provided always and it is hereby agreed that Rs.500/- the balance standing to the credit of the lessee on account of the deposit made by him on applying for this lease shall be retained and accepted by the Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. If in any half-year after the first 12 months of the said term the lessee shall not sell ~~Convert~~ and carry away always such aggregate quantity of the said minerals as at the rates mentioned in clause 2 of Part V of this Schedule would produce royltion for that half-year equal

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amount to the said certain half-yearly rent then and in such case the lessee shall not in the next succeeding half-year pay any rent or royalty (other than the said certain half-yearly rent) in respect of the quantity of the said minerals sold (~~converted~~) or carried away in that half-year which is equivalent to the deficiency in the said minerals sold (~~converted~~) or carried away in the preceding half-year which shall at the rate of royalty payable during the succeding half-year be required to produce royalties for the preceding half-year equal in amount to the said certain half-yearly rent.

3. Mode of computation of royalty.- For the purpose of computing the said royalty the sale value of the bauxite collected at the pit's mouth shall be ascertained.

Part VII.- The convenants of the lessee:-

1. To pay rents royalties rates and taxes.- The lessee shall pay to the Govt. the rents and royalty reserved by this lease at the times and in the manner provided in Parts V and VI and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or works of the lessee or any part thereof by authority of the Government of India or of the Government of Bombay or otherwise except demands for land revenue and shall also pay interest at the

- rate -

of 12 p.c. per annum, on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents

2. To erect boundary marks.- The lessee shall at the lessee's own expense forthwith erect and at all times maintain and keep in repair boundary marks and pillars along the boundaries of the said lands according to the demarcation shewn in the plan hereto annexed and shall also in cases where in the opinion of the Government there is danger of mining operations extending beyond the boundary of the said lands keep the boundary line between the said marks and pillars sufficiently clear of shrubs and other obstructions to allow of easy identification of such boundary.

3. To start operations within a year and to work continuously.- Unless good cause exists for exemption from this present convenant (a question on which the decision of the Government shall be final) the lessee shall within one year from the date of this lease start mining operations in the said lands to the satisfaction of the Government and shall unless exempted as aforesaid thereafter at all times during the continuance of this lease search for win work and develop the said minerals without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon and shall not cultivate or use the said lands in any manner other than as authorised by these presents.

4. To secure pits and shafts.- The lessee shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and working that may be made or used in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said ~~term keep all workings in the said~~ term keep all workings in the said lands except such as may be abandoned free from water and from foul air as far ~~as~~ as possibl

5. To strengthen and support mines.- The lessee shall on notice from the Government strengthen and support to satisfaction of the Government any part or parts of mine when in its opinion such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other building shall be existing during th working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be made and done at the expense of the lessee if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason of the lessee having conducted mining operations within the limits prohibited by clause 4 of Part III of this schedule and in other cases at the expense of the Government.

6. To allow inspection of working.- The agents servants and workmen authorised by the Government in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the lessee in or under the said lands and make surveys or plans thereof and the lessee shall with proper persons employed by the lessee and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably require and also shall and will confirm to and observe all orders and regulations which the Government as the result of such inspection or otherwise may from time to time see fit to impose in the interest of public health and safety.

7. To report accidents.- The lessee shall without delay send to the Collector ~~of the District~~ a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein.

8. To report discovery of other minerals.- Whenever the lessee shall find in the said lands any mineral product other than the said minerals the lessee shall immediately report such discovery in writing to the Collector ~~of the District~~ with full particulars of the nature and position of each find.

9. To keep books of accounts and furnish abstracts, etc.- The lessee shall at all times during the said term keep or cause to be kept

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at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved by the Government which books shall contain accurate entries showing from time to time (1) the quantity of the said minerals realised from the said lands (2) the quantity of the said minerals sold and exported respectively (3) the quantity of the said minerals otherwise disposed of and the manner and purpose of such disposition (4) the prices and other particulars of all sales of the said minerals (5) the number of persons employed in the mines or works in or upon the said lands and (6) all such other facts particulars and circumstances as the Government may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the lessee shall also furnish free of charge to such officer and at such times as the Government may appoint true and correct abstracts of all or any of such books of accounts and such information and returns as to all or any of the matters aforesaid as the Government may prescribe and shall at all reasonable times allow such officers as the Government shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts and to take copies thereof and make extracts therefrom.

10.To keep plans of working .---The lessee shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and sections shall show as well as the operations and working carried on as also all views faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months and the lessee shall furnish free of charge to the Government true and correct copies of such plans and sections whenever thereunto required.

11.To provide weighing machine.-- The lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold exported and shall at the close of each day cause the total weights ascertained by such means of the said minerals raised sold exported during the previous twenty-four hours to be entered in the aforesaid books of accounts and will permit the Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

12.To allow test of weighing machine.

The lessee shall allow any person or persons appointed in that behalf by the Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Government may require that the same be adjusted repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made the Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee to the Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occassion of so examining and testing the same weighing machine and weights in case such occassion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

13.To pay compensation for injury to third-

third parties.---- The lessee shall make and pay reasonable satisfaction and compensation for all damage or injury to person or property which may be done by or on the part of the lessee in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the ~~Province of Bombay~~ Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

14. Not to obstruct working of other minerals .--The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Government and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same.

15. Restrictions on assignment or transfer.-- The lessee shall not assign this lease or transfer any interest hereunder without the previous written sanction of the Government nor shall the lessee allow this lease or any interest hereunder to be attached or sold in execution of any decree or order of a Court or Revenue Officer:

Provided that in case of any such

assignment -

assignment or transfer as aforesaid (authorised or sanctioned by or under this provision) the instrument thereof shall within three calendar months from the date of its completion be produced to the Collector and the sum of Rs.50/- paid to the Collector as the fee for registration thereof in his office.

16. Not to be financed or controlled by a Trust Syndicate Corporation firm or person.-- The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that in the event of the existence of a state of war or grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) it shall be terminable if so required in writing by

the -

the Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly..

17. To deliver up mines, etc., in good order. The lessee will at the expiration or sooner determination of the said term deliver up to the Government all mines pits shafts inclines drifts levels waterways airways and other works (now existing or hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Government or in an ordinary and fair course of working) and all engines machinery plant buildings structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all engines machinery plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Government have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and conditions and fit in all respects for further working of the said minerals.

18. To remain British in constitution. (a) The lessee shall at all times during the said term remain ~~or be a British subject or subjects~~ or a British Company or Corporation registered incorporated or established in British India or the United Kingdom or some other part of His Majesty's dominions and of which at all times during the said term at least 60% of the Directors

of —

Sht A

18(a). The lessee shall at all times during the said term remain a British Company or Corporation registered incorporated or established in British India or the United Kingdom or some other part of His Majesty's dominions and of which at all times during the said term the Chairman or President or other person occupying that or any similar position (if any) and the Managing Director (if any) shall be a British subject or British subjects and at lease 50 per cent of other Directors shall be British Indian subjects and the Managing Agents or Managing Agent Secretaries or Secretary (if any) shall be a firm of which every member is a British subject or individual who is a British subject or a Company in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the Company itself must as the lessee/~~lessees~~ conform.

(b) The Local General Manager shall at all times during the said term be a British subject ~~or British subjects~~ and neither the lessee/~~lessees~~ nor the said mines and minerals shall at any time during the said term be or become directly or indirectly controlled or managed by a person or persons who are not a British subject or subjects or a Company in every respect answering the description and satisfying the conditions last hereinbefore mentioned. And so far as the operations of the lessee in the -- Province of Bombay are concerned at least

PTO

of the staff employed by the Lessee in all grades. 80 per cent ~~in the first instance~~ (including appointments of a technical nature) shall in the first instance be British Indian subjects of the Province of Bombay: Provided that if the British Indian subjects of the Province of Bombay are not available for such employment, the British Indian subjects of any other Province may be employed in such employment. Provided further that if the lessee brings to the notice of Government that in the case of any appointments of a technical nature no suitable person from the British Indian subjects of the Province of Bombay or ~~British Indian subjects~~ of any other province is available for such appointment, the Government will be prepared to relax the provisions of this clause and the lessee will then be at liberty to select any suitable person for such employment.

(c) In the event of additional capital being floated by the Lessee in future, 20 per cent of such additional capital should in the first instance be offered to the British Indian subjects of the Province of Bombay and in case no British Indian subjects of the Province of Bombay are willing to subscribe to the full extent of 20 per cent of such additional capital within a reasonable time the whole of it or so much thereof as remains unsubscribed shall be offered to the British Indian subjects of any other Province.

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→ next page

of the Company shall be British Indians.

(b) So far as the operations of the Company in the Province of Bombay are concerned at least 80 per cent. of the employees in all grades shall in the first instance be British Indian subjects of the Province of Bombay and failing them other British Indians: Government may however grant exemption in the event of such persons not being available to fill appointments of a technical nature.

(c) In the event of additional capital being floated by the Company 20 per cent. of the shares should in the first instance be offered to British Indian subjects of the Bombay Province and failing response from them to other British Indians.

19. The lessee being a company or corporation shall report to the Government any alteration in its memorandum or Articles of Association or in its constitution within one month after the same shall have been made and shall give two months' previous notice in writing to the Government of any intention or proposal to make any such alteration which might conceivably affect its British status or character and no such alteration shall be made unless the Government shall have previously consented thereto in writing provided always that the consent of the Government shall not be refused to any such alteration as aforesaid in the memorandum and Articles of Association or the constitution of the lessee unless in its opinion such alterations shall be contrary to the cardinal principle laid down by the Government in respect of the said minerals

that..

that is to say that the lessee ~~or lessees~~ shall be and remain ~~a British subject or British subjects~~ (a) a British company under British control.

20. Right of pre-emption. (a) The Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands hereby demised or elsewhere under the control of the lessee and the lessee shall with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same deliver all minerals or products of minerals purchased by the Government under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Government hereunder be detained on demurrage at the port of loading the lessee shall pay to the full extent the amount due for demurrage according to the terms of the charter Party of such vessel unless the Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the Government in exercise of the right hereby conferred shall be the fair market price for the

time...

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time being to be determined in default of agreement under the provision hereinafter in clause 13 of Part IX of this Schedule contained; provided that in order to assist in arriving at the said fair ~~price~~ market price the lessee shall if so required furnish to the Government by way of confi-dential information particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered int for ~~a~~ freight for carriage of the same and shall produce to such officer or officers as may be directed by the Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of a state of war or grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) the lessee shall on receiving a notice in writing under the hand of any Secretary to Government of Bombay requiring him so to do use his utmost endeavours to increase the supply to or for the Government of minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

21. Maintenance of roads and payment for upkeep or roads. - The lessee shall keep up and maintain to the satisfaction of the Government all roads passing

through..

Skip Printed Page 27 omit

through the said lands and shall also pay a sum of Rs.1,000/- (one thousand) per annum or such other lesser sum as the Government may name on or before day of in every year for the upkeep and maintenance of roads outside the said lands whether belonging to the Government ~~x~~ or the Local Board concerned and used by him for the transport of minerals Provided, however, that the lessee shall be liable to pay only the actual amount required or spent for the purpose and shall be given credit in the next year for the surplus, if any, out of the amount paid in the previous year and the decision of the Government as to the amount actually required or spent shall be final.

Omit reversed at p 27

22. Construction of light railway. - If the lessee desires at any time to construct a light railway or other form of transport for transporting ~~his~~ ore, ~~he~~ it shall do so subject to the following conditions, namely:-

(i) For lines within and outside the leased premises:-

~~He~~ It shall submit a map (on scale of eight inches to the mile) prepared from a Proper field ~~file~~ survey and showing the exact alignment proposed for the railway. In addition, drawings or necessary details of design may be required.

(ii) For lines outside the leased premises:-

~~He~~ It shall not commence to construct such a railway, unless the alignment and design Proposed by him have been duly approved by the Conservator of Forests.

Slip B

21. Payment for upkeep of Roads. - The lessee shall keep up and maintain to the satisfaction of Govemment all roads passing through the said lands and shall also pay to Government by way of contribution a sum of Rupees one thousand (Rs.1,000/-) only per annum on or before the day of in every year towards the cost of the upkeep and maintenance of roads outside the said lands whether belonging to the Govemment or a Local Board concerned and used by ~~him~~ it for the transfer of the said minerals.

Provided, however, that the lessee shall be liable to pay only such portion of the actual cost spent for the upkeep and maintenance of the said roads as is attributable in the opinion of the Collector to the transport on the said road by the lessee of the said minerals and the lessee shall be given credit in the next year for the surplus, if any, out of the amount paid in the previous year. The decision of the Collector as to the amount attributable to and payable by, the lessee shall be final and binding on the lessee.

23. Labour or carts.-- The lessee shall not enlist the services of labour or carts regularly employed on forest works, without the previous consent in writing of the Divisional Forest Officer.

24. Lessee not to interfere with grazing etc. - The lessee shall not interfere with or prevent grazing on the said lands, except in the immediate vicinity of mine workings, nor shall ~~he~~ it interfere with or prevent the removal therefrom of forest produce by the Forest Department except such forest produce as may have been taken over by ~~him~~ it in accordance with clause 6 of Part III of this schedule.

24. Not to light fire.-- The lessee shall not light any fire upon the said lands (except under such conditions as the Divisional Forest Officer may in writing specify and the lessee and ~~his~~ its workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee shall be liable for all damage resulting from fire caused by the act or omission of the lessee or ~~his~~ its employees and shall pay such compensation for the said damage as may be assessed by the Divisional Forest Officer. The decision of the Divisional Forest Officer as to the amount of compensation payable by the lessee shall be final and binding on the lessee.

26. Mining operations near Public Works Department roads. - The lessee shall not carry on mining operations within 30yards ~~xxxx~~ from the Public Works Department roads passing through the area hereby demised.

27. No right over produce other than mineral ore. - The lessee shall not remove any other produce except the mineral ore.

Part VIII.- The Covenants of the Government:-

1. For quiet enjoyment.- The lessee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Government or any person rightfully claiming under it.

2. To renew. - If the lessee shall be desirous of taking a renewed lease of the premises hereby demised for the further term of twenty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term give to the Collector six calendar * months' previous notic in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the Government will upon the request and at the expense of the lessee and upon ~~his~~ its executing and delivering to the Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the said premises for the further term of twenty years at such rents ~~increased~~ and royalties not exceeding 100% of the rents and royalties hereby reserved as Government ~~in any premises~~,

but...

may on the next day following the expiration of the said term hereby granted be in force under the orders of

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Part IX - General Provisions.

Recovery of rent and royalty as land revenue.

1. If any rent or royalty hereby reserved or any amount due under these presents shall be in arrear or unpaid for the space of two calendar months next after the day whereon the same ought to be paid then the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Bombay Land Revenue Code, 1879 and any amendments thereof but this provision will not affect the rights of the Government to recover the same in any manner whatsoever provided by law.

but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents except from this present covenant for renewal.

Part IX. General Provisions:-

1 Powers of distress. If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of two calendar months next after the day whereon the same ought to be paid then (whether the same shall have been formally demanded or not) and so often as the same shall happen the Government may enter into and upon the said lands and may distrain all or any of the minerals mineral ore moveable engines machinery plant live and dead stock and other moveable property belonging to the lessee which shall be found in or upon the same premises and may sell and dispose of the same and apply the proceeds thereof in or towards the satisfaction and payment of the rent or royalty which shall then be in arrear and all costs and expenses occasioned by the non-payment thereof or by such distress.

2. Penalty for breach of Covenant. (a) If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of six calendar months next after the day whereon the same ought to be paid (whether the same shall have been legally demanded or not); or (b) if any penalty fixed under the proviso at the end of this clause or under clause 3 of this Part is not paid within the time specified for such payment; or (c) if the lessee shall fail or neglect to observe

or

or perform any of the covenants and agreements contained in clauses 1 and 4 of Part III and in clauses 1, 3, 5, 6, 9, 10, 11, 14, 15, 16, 18, 19 and 20 of Part VII of these presents and on the part of the lessee to be observed and performed; or (d) if this lease or any interest hereunder is attached or sold in compliance with any decree or order of a Court or Revenue Officer; or (e) in case it shall appear to the Government that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in clauses 15 and 16 of the covenants by the lessee hereinbefore in Part VII of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the connivance of the lessee; or (f) if the lessee shall fail (unless exempted by the Government for good cause) during the three consecutive years of the said term to get from the said lands so much of the said minerals as at the rates of royalty hereinbefore mentioned would produce royalties for those years equal in amount to the said certain half-yearly rent payable during that period; or ~~(g) if the lessee shall be adjudicated insolvent; or~~ (g) (h) ~~if, in the event of the lessee being a company,~~ an order shall be made for winding up such company or an effective resolution shall be passed for winding up (except when the company is being wound up for the purpose of reconstruction and the Government has sanctioned under clause 15 of Part VII the assignment or transfer of the original company's interest in the lease

to

to the reconstructed company) 45

then and in any such case it shall be lawful for the Government at any time within two years of the date on which such default, failure, neglect, or any other cause for re-entry abovementioned came to the notice of the Government and although advantage may not have been taken of any previous cause for re-entry to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid:

Provided that in cases falling under sub-clauses (c), (e) or (f) mentioned above, it shall be lawful for the Government in consideration for the non-exercise of the power of re-entry to require the lessee to pay within a specified time such penalty for the default failure neglect or other cause for re-entry not exceeding four times the moun of the said certain half-yearly rent as the Government may fix.

3. Penalty for breach of covenant.—If the lessee shall at any time during the said term fail or neglect to observe or perform or commit a breach of any of the covenants and agreements contained in

these

these presents other than those mentioned in the last preceding clause hereof and on the part of the lessee to be observed and performed it shall be lawful for the Government at any time within two years of the date on which such failure neglect or breach above-mentioned came to the notice of the Government and although advantage may not have been taken of any previous failure neglect or breach of a like nature to require the lessee to pay within a specified time such penalty for the failure neglect or breach not exceeding four times the amount of the said certain half-yearly rent as the Government may fix.

4. Power to lessee to remove property.___The lessee (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down take up and remove for the benefit of the lessee all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up to the Government under clause 17 of Part VII of this Schedule and the Government shall not desire to purchase under the provisions of clause 5 of this part and also all minerals and mineral ore won by the lessee under the authority of these presents and then remaining in or upon the said lands

making

making reasonable compensation for all damage done to the said lands by such removal:

5. Power of Government to purchase property.—If at the expiration or sooner determination of the said term the Government shall desire to purchase all or any of the engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up under clause 17 of Part VII of this Schedule and if such desire shall be signified by a notice in writing given to the lessee by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the lessee but shall be purchased by the Government at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such cost a sum equal to 10 per cent. thereof for every year which shall have elapsed since that time.

6. Forfeiture of property left for more than six months after determination of lease.— If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings

buildings structures tramways railways
and other works erections and conveniences
or minerals or mineral ores or other property
which the lessee is entitled to remove from
the said lands the same shall if not removed
by the lessee within one calendar month after
notice in writing requiring their removal be
given to the lessee by the Collector be deemed
to become the property of the Crown for the
purpose of the Government of the Province of
Bombay and may be sold or disposed of for
the benefit of the Province of Bombay in such
manner as the Government shall deem fit without
liability to pay any compensation or to account
to the lessee in respect thereof.

7. Power to surrender.& The lessee may at
any time determine this lease by giving not
less than twelve calendar months' notice in
writing to the Collector and upon the expira-
tion of such notice and provided the lessee
shall upon such expiration render and pay all
rents royalties compensation for damage and
other moneys which may then be due and payable
under these presents to the Government or any
other person or persons and shall deliver up
these presents to the Collector then this
present lease and the said term and the liberties
powers and privileges hereby granted shall
absolutely cease and determine but without pre-
judice to any right or remedy of the Government
in respect of any breach of the covenants or
agreements contained in these presents.

8. Destruction of mines or works.__ If at
any time during the continuance of this demise
the said mines and works shall become destroyed
or rendered substantially and permanently unfit
for the purpose of this demise by fire tempest
or flood or violence of any army or mob or

other

other irresistible force these presents shall at the option of the lessee be void provided that if the injury be occasioned by the wrongful act or default of the lessee or the servants of the lessee the lessee shall not be entitled to the benefit of this provision. And provided also that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Government under or by virtue of these presents for the recovery of any rent or royalty which may have been committed of any of the covenants herein contained on the part of the lessee.

may then remain unpaid or in respect of which any breach which

9. Power to take possession in event of war or emergency.- In the event of the existence of a state of war or of grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) the Government after notice in writing to the lessee under the hand of any Secretary to Government of its intention so to do may forthwith take possession or assume control of the works plant machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Government all minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform to and obey all directions given by or on behalf of the Government regarding the

...e use or employment of such works plant premises and minerals provided that fair compensation which shall be determined in default of agreement by the Government under the provision hereinafter in clause 13 of this part contained shall be paid to the lessee for all loss or damage sustained by ~~him~~ by reason or in consequence of the exercise of the powers conferred by this clause and provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

10. Lessee's right in respect of other minerals.- If any minerals not included in this lease shall during the said term be discovered by the lessee within the said lands and if no mining lease shall then be held by any other person in respect of the same the lessee shall during the twelve calendar months next succeeding the discovery thereof have the option of taking a mining lease in accordance with the rules prescribed by the Government for the grant of prospecting licenses and mining leases in respect of such minerals over so much of the said lands as the lessee may desire and during such period of twelve calendar months the lessee shall be entitled to win work and carry away ~~my~~ any of the minerals so discovered on payment therefor to the Government of such royalty not being less than 20 percent of the value of such minerals as the Government may ~~pres~~ prescribe or in case of precious ~~precious~~ stones shall have the right during the said period of twelve calendar months to the first offer of such mining

lease

lease in respect of such precious stones as the Government may think fit to grant.

11. Service of notices on lessee.- Every notice by these presents required or authorized to be given to the lessee may be given to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notice or if there shall be no such person then to any person in the employ of the lessee who may be found upon the said lands or if no such person be found then the same may be left at the said office of the lessee upon the said lands or affixed in a conspicuous position upon some building or erection in the occupation of the lessee upon the said lands.

12. Interpretation of terms "Collector" .- In these presents the expression "the Collector" shall mean the Revenue Officer in charge of the district within which the said lands are situate.

13. If and whenever any question or dispute shall arise in regard to the construction meaning or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the lessee of any covenant or agreement herein contained or in regar to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalt compensation or other money payable

by

by the lessee or in regard to any other matter or thing relating to or arising out of these presents such question or dispute shall be referred to the Government or such officer as the Government may authorise in this behalf and the decision of the Government or of the officer so authorised, as the case may be, shall be final and binding on the parties hereto

Provided always that any dispute as regards the price to be paid under clause 20(c) of Part VII of this Schedule shall be determined by two arbitrators one to be nominated by the Government and the other by the lessee or in case of disagreement between the arbitrators by an umpire to be appointed by the arbitrators by writing under their hands before proceeding with the arbitration and the decision of such arbitrators or umpire as the case may be shall be final and binding on the parties hereto.

Signed sealed & delivered by Collector of Belgaum on behalf of the Governor of Bombay in the presence of :—

Signed by (name and designation) for and on behalf of the acting in the premises for and on behalf of the Governor of Bombay in the presence of

1

2

Signed in the name and on behalf of the abovenamed Company in the presence of

(1) The Chitnis to the Collector of Belgaum and

(2) the Head Clerk to the Collector of Belgaum.

The seal of the Aluminium Production Company of India, Limited was hereto affixed in pursuance to a resolution of the Board of Directors on that behalf dated the . in the presence of his Director & Secretary respectively :— (1) (2)

seal of the Company

Affixed & executed 17.11.42

Signed sealed and delivered by Collector of Belgaum on behalf of the Governor of Bombay in the presence of :-

1.

2.

Seal of the Company,

The Seal of the Aluminium Production Company of India, Limited was hereto affixed in pursuant to a resolution of the Board of Directors in that behalf dated the in the presence of (1) & (2) two Directors of Company.

U.R. from R.D. No.486/39, dated the 21st October 1942 re. scrutiny of a draft mining lease proposed to be granted to the Aluminium Production of India, Limited in respect of lands -- situate at Belgaum and Khanapur talukas.

Submitted.

2. The Solr. to Govt. is requested to scrutinize the draft mining lease at slip E in consultation with the Advocate General as required by Rule 43 of the Bombay Mining Concession Rules, 1941.

* Slip O below

3. The draft mining lease is generally on the lines of model form of a ~~running~~ mining lease prescribed by Govt. (Pl. See rule 47 of the Bombay Mining Concession Rules, 1941 and Form F appended thereto). The draft conditions which the Govt. proposes to add or modify are given in the draft G.R. at pp. 262-64 ante and Govt. letter at pp. 191-192 ante.

x — do —

4. The draft mining lease has been amended on the lines of the model form F prescribed by Govt. and the reasons for the amendments are self-explanatory except in the following cases in which the reasons for the amendments are given against each amendment:-

(1) Cl. 1, part V of the lease (p. 11 slip E). - The portion A appears to be unnecessary in view of Cl. 2 of Part V of the lease as now amended - [[Pl. compare also model form referred to above].

(2) Sub-clauses (a)(b)(c) of cl. 18

(b22)

part VII of the lease have been drafted by the Collr. in view of the orders in Government letter at pp. 191-192 ante. They have now been revised to carry out the instructions fresh as shown at p. 23 of the draft and are for approval.

(3) R. D. proposes to amend cl. 21 (b27) of Part VII of the lease on the lines of the similar clause in a lease to be granted to Messrs. OAKLEY BOWDEN & CO. (MADRAS) so as to make it clear that the whole of the damage to the road is not to be borne by the Coy, but such portion of the damage only as is ascribed to the traffic of the Company on the road . A revised cl. 21 has been drafted on the lines of the approved draft in the case of Messrs. OAKLEY BOWDEN & COMPANY and is for approval. The lease should be executed by the Coy. in accordance with the Articles of Association of the Coy.

5. The draft mining lease as now suggested to be amended may be shown to the Advocate General for scrutiny as desired by R.D.

V D Tamuno
27/10

Secretariat Part IV Clause I

The clause as to recovery of rent and royalty as land revenue as settled by Govt. Secretariat in another lease may be substituted

BGD 29/10

CONFIDENTIAL

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advocate general's chambers,
HIGH COURT,
Bombay, 19th November 1942.

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To,

The Secretary,
Government of Bombay,
Legal Department,
BOMBAY.

Subject:- Prospecting license & Mining lease.
Aluminum Production Co., for India Ltd.

Sir,

With reference to Unofficial Reference from the Revenue Department, No.436/39 dated the 21st October 1942, I have the honour to state that I am directed by the Advocate General to inform you that Draft of a Mining Lease has been approved by him.

Files and papers are returned herewith.

Your obedient servant,

Head Clerk,
to the Advocate General,
Bombay.

19/11

P.T.O.

This letter was meant for me. It has been addressed to the Secy through oversight.

BGD 19/11

Secy:— 19/11

Hon. Secretary.

Submitted

The Advocate General has put his signature on the draft lease. The accompanying reply may now be

21/11

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Legal Department.

The draft lease has been revised in consultation with the Advocate General and is returned herewith.

2. (1) Clause 1, Part V of the lease (p.11 slip E).- The portion A appears to be unnecessary in view of clause 2 of Part V of the lease which is now amended on the lines of the model form.

(2) Sub-clauses (a)(b)(c) of clause 18 Part VII of the lease (p.22) have been drafted by the Collector in view of the orders in Government letter at pages 191-192 ante. They have now been revised fresh to carry out Government intentions.

(3) R.D. proposes to amend clause 21 of Part VII of the lease (p.27) on the lines of the similar clause in a lease to be granted to Messrs. OAKLEY BOWDEN & Co. (MADRAS) so as to make it clear that the whole of the damage to the road is not to be borne by the Company but such portion of the damage only as is ascribed to the traffic of the Company on the road. A revised clause 21 has been drafted on the lines of the draft supplied in the case of Messrs. OAKLEY BOWDEN & COMPANY.

3. Clause 1 of Part IX of the Lease has been revised on the lines of similar clause settled by the former Advocate General in the case of a mining lease granted to the Shivrajpor Syndicate Ltd.

4. The lease should be executed by the Company in accordance with the Articles of Association.

OC Rgd 21/11
Solicitor to Government.
21/11

U.R. to R.D. No. 9387, dated the 21st November 1942.

C. 21/11

1/2

Rejd 16/12

61 1—

Confidential. Letter. 1840
17/12

To

The Collector of Belgaum.

No.486/39-G.Confl. Bombay,15th December 1942.

Reference your No.R.E.V.-608,dated 20th September 1942. The accompanying draft lease as revised by the Solicitor to Government in the Legal Department,in consultation with the Advocate General,is approved.Government is not prepared to grant the request of the Company for the incorporation of the proviso to clause I of Part V of the Schedule in the lease to be granted to it.

2. The lease will have to be stamped and registered. It should be executed by the Aluminium Production Company of India, Limited,in accordance with its articles of association,and you are authorised to execute it on behalf of Government.

3. You are requested to arrange for the printing of twelve copies of the lease and its counterpart at the Government Central Press. The plan of the leased area should be lithographed at the Government Photozinco Press,Poona.

4. On completion of the document,one copy of it should be sent to Government and another to the Solicitor to Government in the Legal Department.

5. The cost of printing the lease and lithographing the plans should, for the purposes of pro-forma accounts,be debited to the head "25,General Administration."

By order of the Governor of Bombay,

For Secretary to the Government of Bombay,
Revenue Department.

Accompaniment :- Draft lease.

Copies

Lafuse.

6/2/11

Copies forwarded for information to -

the Commissioner, S.D. (with reference to his No.R.E.V.373, dated 26th September 1942),

the Chief Conservator of Forests,

the Conservator of Forests, S.C.,

the Director of Industries,

the Solicitor to Government in Legal Department

the Superintendent, Government Printing and Stationery,

the Manager, Government Central Press,

the Manager, Government Photozinco Press.

Submitted

No action is necessary on this letter.

File in file L-Miscs 42

KJP
17/12

Sdn [illegible]

[illegible]

C.15/12